

REVIEW COMMITTEE DECISION

Review Committee File No. 235
San Francisco Division Grievance No. 104

Subject of the Grievance

The grievance concerns the scheduling of maintenance employees to perform work on the No. 1 Unit at Hunters Point Power Plant and, in addition, certain maintenance work on No. 3 Unit. The maintenance employees were scheduled to work from 11:30 p.m. to 8:00 a.m. and 4:30 p.m. to 1:00 a.m., effective January 13, 1960. On January 15, 1960, the 11:30 p.m. to 8:00 a.m. work period was discontinued and on completion of the 4:30 p.m. to 1:00 a.m. work period on January 16, that work period also was discontinued. All men were instructed to report back to work at 8:00 a.m. on Monday, January 18, 1960.

The grievants request the payment of travel time to and from work, payment of one-half hour meal time for hours worked after regular hours of work, and payment of the cost of the meal taken during the shifts worked following the regular hours of work.

Discussion

The facts stated above denote that the additional work periods lasted less than four days. Applying the provisions of the recently agreed-to Clarification, Section G. ADDITIONAL WORK PERIODS - FOUR WORK DAYS OR LESS, Item 1 provides "Section 202.17 is not intended to apply to situations where the period of time to complete the job is scheduled for four work days or less"; and Item 2, "If, for a bona fide reason, a job in a given situation is scheduled in advance to continue for a period of more than four work days, but the job is completed in four work days or less, a correction of the time cards of the employees involved should be made to comply with the provisions of Title 208, except that the provisions of Section 208.11 do not apply."

Although not material to a settlement in this case, it is noted in passing that the additional work periods were not established in conformance to the present Clarification. Here, the first additional work period commenced following the conclusion of the regular hours of work and the second additional work period commenced at 11:30 p.m. to allow an overlap of one and one-half hour. It is noted in Item E, of the Clarification, where three eight-hour work periods are scheduled with provision for overlap, the first additional work period would commence at 4:00 p.m. and the second additional work period would start at 12:00 midnight.

It is observed that the 11:30 p.m. to 8:00 a.m. work period included a one-half hour break during which the employees took a meal. To comply with the Clarification, this meal should have been eaten on Company time.

Decision

The employees concerned in this grievance are entitled to a retroactive pay adjustment in accord with the provisions of Title 208; and, where applicable, the provisions of Title 104.

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Specifically, the time cards should be corrected as follows:

1. On January 13, those persons working from 4:30 p.m. to 1:00 a.m. shall be considered as working emergency overtime. Thus, they should be paid for the meal times occurring at 6:00 p.m., if they have not already been paid such time, and the cost of the meal if the employees purchased and submitted receipts for such a meal and have not previously been reimbursed for such meal. Additionally, as the employees became entitled, under the provisions of 104.2, to another meal prior to the end of the work period, they shall be compensated for an additional one-half hour under the provisions of Section 104.10.

During the remainder of the days that this work period was established, which is to be considered as prearranged overtime, the employees concerned are entitled to travel time from their homes to the headquarters and return each day.

2. As to the employees working the 11:30 p.m. to 8:00 a.m. work period, the first day of the new work period will be considered as emergency overtime. Such employees on this day are entitled to payment of travel time from their homes and return. Additionally, if such payment has not already been made, they are entitled to reimbursement for the time spent in eating a meal at 3:30 a.m., and the cost of the meal if purchased by them and not previously reimbursed.

As to the second day these employees worked the additional shift, they are entitled to travel time from their homes to their headquarters and return. Further, as such working hours should have been continuous, and the employees given the opportunity to eat during the work period on Company time, they shall be paid at the overtime rate for the time taken to eat the meal midway in the work period.

FOR UNION:

R. W. Fields
W. M. Fleming
L. L. Mitchell

By L. L. Mitchell

Date July 15, 1963

FOR COMPANY:

E. F. Sibley
C. L. Yager
L. V. Brown

By L. V. Brown

Date April 2, 1963